

ECS File No.: JPA 98-186
Project: SR-95, Central - Marina
TRACS No. H3167 01C
Section: MCCC Detour

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COMMUNITY COLLEGE

THIS AGREEMENT is entered into 28 December 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,
as amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the MOHAVE COMMUNITY
COLLEGE, acting by and through its PRESIDENT (the "College").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The College is empowered by Arizona Revised Statutes Section 15-1444 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the College.

3. Incident to an improvement project to SR-95 now in progress by the State, the State has previously constructed a temporary paved roadway detour on lands owned or controlled by the College. The College has requested the State abandon the paving improvements in place, and the College has agreed to maintain the paving improvements in the future.

THEREFORE, in consideration of the mutual agreements expressed herein,
it is agreed as follows:

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II. SCOPE

1. The State will:

Abandon the paving improvements (paved detour) from Station 10+500 to Station 11+000 in place without restoring the detour area to its former condition.

2. The College will:

Provide maintenance to the detour pavement improvements from Station 10+500 to Station 11+000.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said paving improvement abandonment, and provisions for maintenance shall be perpetual.

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other, or other competent authority.

2. This agreement shall become effective upon signature by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Human Resource Development Center
1130 North 22nd Avenue Mail Drop 069R
Phoenix, AZ 85009-3716

Mohave Community College
President

1971 Jagerson Avenue
Kingman, AZ 86401

Page 3

JPA 98-186

IN WITNESS WHEREOF, the parties have executed this agreement the day
and year first above written.

MOHAVE COMMUNITY COLLEGE

STATE OF ARIZONA

Department of Transportation

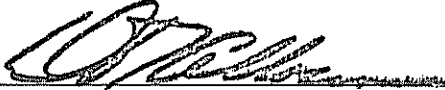
By M. Tacha
Mike Tacha
President MCC

By William J. Higgins
WILLIAM J. HIGGINS
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 15th day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Mohave County Community College for the purpose defining responsibilities for the maintenance of a SR-95 detour.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director